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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BOARD OF TRUSTEES OF THE
TEAMSTERS LOCAL 631 SECURITY
FUND FOR SOUTHERN NEVADA;
BOARD OF TRUSTEES OF THE
TEAMSTERS CONVENTION
INDUSTRY TRAINING FUND

Plaintiffs,

vs.

TRIUMFO, INC., a Nevada corporation,

Defendant.

Case No.

COMPLAINT

Plaintiffs allege:

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1500, and the Court has jurisdiction pursuant to 29 U.S.C. § 1132(e). Venue is appropriate pursuant to 29 U.S.C. § 1132(e)(2).

2. Plaintiffs are the Boards of Trustees of the Teamsters Local 631 Security Fund for Southern Nevada, and Trustees of the Teamsters Convention Industry Training Fund (“Trust Funds”) and are fiduciaries for purposes of ERISA.

1 3. Triumfo, Inc., is a Nevada corporation (“Triumfo”), that acted as an employer
2 within the State of Nevada employing persons (“Covered Employees”) who perform work
3 covered by a collective bargaining agreement (“CBA”) between Triumfo and the International
4 Brotherhood of Teamsters Local 631 (“Union”).

5 4. The Trust Funds are ERISA employee benefit trust funds that provide benefits to
6 Covered Employees.

7 5. The CBAs incorporate by reference the Trust Agreements establishing the Trust
8 Funds (“Trust Agreements”).

9 6. The Trust Agreements and the Trust Funds’ governing documents require that
10 Triumfo provide documents to the Trust Funds’ independent auditor to allow the Trust Funds’ to
11 conduct a contract compliance review (“Audit”).

12 7. The Trust Funds’ governing documents provide that if Triumfo does not comply
13 with the requests for documents, the matter is referred to the Trust Funds’ attorney.

14 8. If a matter is referred to the Trust Funds’ attorney due to Triumfo’s noncompliance
15 with the document request, the Trust Funds’ governing documents require Triumfo to pay all
16 auditor fees and attorney’s fees associated with the document collection process, the completion
17 of the audit and any legal proceeding required to enforce the terms of the Trust Funds’ governing
18 documents.

19 9. The Trust Funds’ governing documents also provide that if Triumfo fails to
20 provide any information to the Trust Funds’ independent auditor, the Trust Funds are permitted to
21 presume annual delinquent contributions in the amount of \$100,000.

22 **FIRST CLAIM FOR RELIEF**
23 Equitable Relief - 29 U.S.C. § 1132(a)(3)

24 10. Paragraphs 1 through 9 are restated and incorporated by reference.

25 11. The Trust Funds have repeatedly requested that Triumfo make its books and
26 records available for an Audit as required by ERISA, the CBAs and the Trust Agreements.

27 12. Triumfo has repeatedly failed to make its books and records available.
28

13. The Trust Funds request this Court compel Triumfo to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit.

SECOND CLAIM FOR RELIEF
ERISA Delinquent Contributions

14. Paragraphs 1 through 13 are restated and incorporated by reference.

15. Triumfo has failed to meet its obligations to remit employee benefit contributions to the Trust Funds as set forth in the CBAs and Trust Agreements.

16. As a result of its delinquency, Triumfo is liable to the Trust Funds for unpaid contributions, interest, liquidated damages, audit fees and attorneys' fees.

WHEREFORE, Plaintiffs pray for relief as follows:

1. For an Order compelling Triumfo, Inc., to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit;

2. A judgment against Triumfo, Inc., for damages, including delinquent employee benefit contributions, interest, liquidated damages, and attorneys' fees and costs;

3. For other equitable relief as provided by ERISA; and

4. For such other and further relief as the Court deems proper.

Dated: September 11, 2019

BROWNSTEIN HYATT FARBER SCHRECK, LLP

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